# ORACLE CORPORATION UK LIMITED TRIAL ACCOUNT AGREEMENT

IMPORTANT-READ CAREFULLY: THIS ORACLE CORPORATION UK LIMITED TRIAL ACCOUNT AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU, EITHER ON BEHALF OF YOURSELF AS AN INDIVIDUAL OR ON BEHALF OF AN ENTITY AS ITS AUTHORISED REPRESENTATIVE ("CUSTOMER") AND ORACLE CORPORATION UK LIMITED ("ORACLE"). PLEASE READ THIS AGREEMENT CAREFULLY AND PRINT OUT A COPY FOR YOUR RECORDS. THIS AGREEMENT SUPERSEDES ALL PREVIOUS VERSIONS.

BY SELECTING "I AGREE" AND/OR ACCESSING OR OTHERWISE USING THE TRIAL ACCOUNT ENABLED FOR CUSTOMER BY ORACLE, AGREES TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK ON THE "CANCEL" BUTTON AND/OR DO NOT INSTALL OR OTHERWISE USE THE TRIAL ACCOUNT.

Please review the User Guides, which can be found under the Help tab in the Service during the Trial Account Period, so that You become familiar with the features and functions of the Service before You make Your purchase.

#### 1. <u>DEFINITIONS</u>.

- 1.1. "Customer Information" means any data, information, or other materials of any nature whatsoever, provided to Oracle by Customer in the course of implementing and/or using the Service.
- 1.2. "<u>Demonstration Account</u>" means a non-production account that provides access to and the ability to use some or all of the features of the Service, and is populated with fabricated sample data in order to facilitate a more illustrative demonstration experience, as determined by the applicable Oracle representative.
- 1.3. "Trial Account" means a temporary account that provides access to and the ability to use some or all of the features of the Service, as determined by the applicable Oracle representative and Demonstration Account.
- 1.4. "<u>Trial Account Period</u>" means the period beginning on the date that Customer is first provided with access to the Trial Account and ending on the earlier to occur of: (i) fourteen (14) days thereafter; or (ii) when Oracle disables the Trial Account.
  - 1.5. "Service" means the NetSuite on-line business application suite of products and service.
- 1.6. "<u>User Guides</u>" mean the detailed online guides that explain the workflow and setup of features like SFA and Marketing, Customer Service and Web Store.
- 1.7. "Oracle" refers to Oracle Corporation UK Limited. "Customer", "You" and "Your" refers to the individual or entity that has ordered the Service by having clicked "I AGREE" during the order process or otherwise having used the Service.
- 1.8. The term "**your content**" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, provided by You or Your authorised users that reside in, or run on or through, the Trail Account. You agree not to include any production data or personally identifiable information in the Trial Account.

## 2. <u>LICENSE GRANTS</u>.

- 2.1. <u>Trial Account.</u> During the Trial Account Period, and subject to the terms and conditions contained herein, Oracle hereby grants to Customer a limited, temporary, non-exclusive and non-transferable license to access and use the Trial Account solely for the purpose of evaluating the Service for procuring a paid subscription to the Service for Customer's own internal use and not for production or commercial use.
- 2.2. <u>No Other Rights.</u> No part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means and Customer shall make every reasonable effort to prevent unauthorised third parties from accessing the Services.

## 3. <u>USE OF SERVICE</u>

- 3.1. You are responsible for identifying and authenticating all authorised users, for approving access by such authorised users to the Services, for controlling against unauthorised access by such users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your authorised users' usernames, passwords and accounts with Oracle, You accept responsibility for the timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers.
- 3.2. Oracle is not responsible for any harm caused by Your Users, including individuals who were not authorised to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers.
- 3.3. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorised use.
- 3.4. You agree not to use or permit use of the Services for improper or illegal purposes (including uses that constitute infringement of intellectual property rights), or for purposes in violation of the provisions of this Agreement. You shall have sole responsibility to ensure that Your Users only use the Services in accordance with applicable law and this Agreement. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material (including third party content) violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action.
- 3.5. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your content.
- 3.6. You must ensure that your content does not include security vulnerabilities, including any viruses, Trojan horses, worms or other programming routines that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You agree not to include any production data or personally identifiable information in the Trial Account.
- 3.7. You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this section.
- 3.8. You are required to accept any patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") Oracle requires, including for the Oracle programs, as such Patches are generally released by Oracle.

## 4. OWNERSHIP; RESTRICTIONS.

- 4.1. Customer retain all ownership and intellectual property rights in and to your content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle programs and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this Agreement.
- 4.2. Customer may not, or cause or permit other to: (a) modify, make derivative works of, disassemble, decompile or reverse engineer any part of the Service(the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) unless required to be permitted by law for interoperability or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle; (b) copy or otherwise reproduce the Service, in whole or in part, except as expressly provided in Section 2 above; (c) remove, modify or otherwise tamper with notices or legends, any program markings or any notice of Oracle's or its licensors' proprietary rights on the Service; (d) use the Trial Account and/or the Service in any manner to provide service bureau, time sharing or other computer service to any third parties; (e) make the programs or materials resulting from the Services available in any manner to any third party; (f) perform or disclose any benchmark or performance tests of the Services, including the Oracle programs, without Oracle's prior written consent; or (e) perform or disclose any of the following security testing of the Trial Account or associated infrastructure without Oracle's prior written consent: (i) network discovery, (ii) port and service identification, (iii) vulnerability scanning, (iv) password cracking, (v) remote access testing, or (vi) penetration

testing. Customer shall have no right to license, distribute, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Services, materials or any rights therein available to any third party. You may not access the Service if You are reviewing it on behalf or at the direction of Our direct competitor, except with Our prior written consent. In addition, You may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, comparison, or competitive purposes.

- 5. FEEDBACK. Any ideas, feedback, suggestions, requests, questions, comments, results of Customer's testing and evaluation of the Trial Account and the Service including changes or suggested changes to Oracle's current or future products and/or services ("Feedback") will be the property of Oracle. Notwithstanding anything that Customer may note or state in connection with providing Feedback, all Feedback provided by Customer shall not be considered confidential information and shall be received and treated by Oracle on a non-confidential and unrestricted basis. Customer agrees that Oracle or its licensors retain all ownership and intellectual property rights (including all derivatives or improvements thereof) in and to any Feedback provided by Customer or any other party, and Customer hereby assigns and agrees to assign to Oracle all rights, title and interest worldwide in and to such Feedback and the related intellectual property rights and agrees to assist Oracle, at Oracle's expense, in perfecting and enforcing such rights. Customer acknowledges that Oracle may use the Feedback for any purpose, including but not limited to incorporation or implementation of such Feedback into an Oracle product or service, and to display, market, sublicense and distribute such Feedback as incorporated or embedded in any product or service distributed or offered by Oracle
- **6. FEES AND TAXES.** The Services under this Agreement are provided to You free of charge during the Trial Account Period.
- 7. **CONFIDENTIALITY OBLIGATIONS.** Customer agrees and acknowledges that the Service contain proprietary and trade secret information that is the sole and exclusive property of Oracle and that Customer may obtain information relating to Oracle and the Service which Customer knows, or has reason to know, is of a confidential and/or proprietary nature ("Confidential Information"). Confidential Information shall include, without limitation, the Feedback and the specific design and structure of the Service. Customer shall, at all times, both during the term of this Agreement and at all times thereafter, keep in confidence and trust all of the Confidential Information provided to Customer. Customer shall not use the Confidential Information other than as necessary to exercise its rights under this Agreement. Customer shall take all reasonable steps to prevent unauthorised disclosure or use of the Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorised persons. Customer shall not disclose Confidential Information to any person or entity and agrees not to make Oracle's Confidential Information available in any form to any unauthorised third parties other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into written confidentiality agreements with Customer which protect the Confidential Information containing terms and conditions at least as protective of Oracle's rights as the terms and conditions herein. Customer agree to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement. Customer agrees, both during the term of this Agreement and for a period of three (3) years after termination or expiry of this Agreement and of all licenses granted hereunder, to hold Oracle's Confidential Information in confidence. These obligations shall not apply to the extent that Confidential Information includes information which: (a) is, or, through no act or failure to act of Customer, becomes publicly known; or (b) is approved for release by written authorisation of Oracle; or (c) was in the Customer's lawful possession prior to the disclosure and had not been obtained by the Customer either directly or indirectly from the Oracle; (c) is lawfully disclosed to the Customer by a third party without restriction on the disclosure; or (d) is independently developed by the Customer without use of the Confidential Information. Nothing shall prevent the Customer from disclosing the terms or pricing under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.
- **8.** NO WARRANTY. THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY, AND ORACLE HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS WITH REGARD TO THE SERVICE AND THE TRIAL ACCOUNT AND ANY THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH, WITHIN, OR IN CONJUNCTION WITH YOUR USE OF, THE SERVICES.

ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR (B) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY

DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**9. LIMITATION OF LIABILITY**. NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THAT PARTY, OR EITHER PARTY'S LIABILITY IN THE TORT OF DECEIT OR FRAUDULENT MISREPRESENTATION. . NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL ORACLE'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (1) THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THIS AGREEMENT LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM ORACLE UNDER THIS AGREEMENT AND (2) £670.30.

## 10. TERM AND TERMINATION.

- 10.1. This Agreement is effective as of the date of acceptance of the Agreement by Customer and shall continue until the end of the Trial Account Period unless ended earlier in accordance with this Agreement. Oracle may, at Oracle's option, permit a one-time option to extend the Trial Account Period by providing Customer with prior written notice authorising such extension of the Trial Account Period. If You would like to use the Services after the Trial Account Period for for production purposes, provided that Oracle has made the Services commercially available, You must purchase such services from Oracle under a separate contract.
- 10.2. Either party may terminate this Agreement at any time and for any reason, with or without cause, , effective after giving written notice of termination to the other party. Upon termination for any reason or expiry of this Agreement: (a) Customer shall immediately cease the use of all of the Trial Account; and (b) Oracle may terminate your password, account, and disable all access to and/or use of the Services; (c) except as may be required by law, Oracle will delete or otherwise render inaccessible any of your content that remains in the Trial Account.
- 10.3. Oracle may temporarily suspend Your password, account, and access to or use of the Services if You or Your authorised users violate any provision within the 'License Grants', 'Ownership; Restrictions', 'Fees and Taxes', 'Use of the Services', 'No Production or Personal Data; Privacy', or "Export" sections of this Agreement, or if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. Any suspension or termination by Oracle or You under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.
- 10.4. If either Oracle or Customer breaches a material term of this Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement. If Oracle terminates this Agreement as specified in the preceding sentence, You must pay within thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses.
- 10.5. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.
- 11. TRANSMISSION OF DATA. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to Oracle's interception and storage of Electronic Communications and/or your content, and Customer acknowledges and

understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Oracle. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorised parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that Oracle is not responsible for any Electronic Communications and/or your content which are delayed, lost, altered, intercepted or stored without authorisation during the transmission of any data whatsoever across networks not owned and/or operated by Oracle, including, but not limited to, the Internet. "Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

- **YOUR CONTENT.** Oracle makes no assurances that any of your content or your applications loaded into the Trial Account will be secured or that such data will remain confidential. YOU SHOULD FREQUENTLY BACK UP ANY CONTENT, APPLICATION OR SOFTWARE THAT YOU LOAD INTO, OR CREATE WITHIN, THE TRIAL ACCOUNT. ORACLE RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DELETE, AT ANY TIME AND FOR ANY REASON, ANY CONTENT, APPLICATION OR SOFTWARE IN THE TRIAL ACCOUNT, AND ANY SUCH CONTENT, APPLICATION OR SOFTWARE MAY BECOME PERMANENTLY LOST IF SO DELETED. Oracle has no obligation to monitor your content and your applications Customer acknowledges and agrees that the Oracle account representative that enables Customer's Trial Account, at its sole discretion, may have access to the Customer Information and may have system administrator privileges with respect to the Trial Account to monitor, and/or review your activity, content and applications in the environment. You agree to provide any notices and obtain any consents related to your use of the Services and Oracle's provision of the Services. Oracle will use diligent efforts to inform You, to the extent permitted by law, of any request for such disclosure promptly upon receipt of such request You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.
- **13.** NO PRODUCTION OF DATA; PRIVACY. The Services are provided for evaluation purposes only within a trial setting and not for production use or commercial purposes. Accordingly, Customer agrees not to include in your content, or upload, transmit to or create or include in the Trial Account, any production data or any data with particular data protection requirements such as personally identifiable information or other information relating to an identified or identifiable natural person. Oracle makes no representation about the security of your content in connection with the Services. For details about Oracle's privacy policy, please refer to the NetSuite Privacy Policy, accessible http://www.netsuite.com/portal/privacy.shtml.
- THIRD-PARTY WEB SITES, PRODUCTS AND SERVICES. The Service may provide, or third parties may provide, links to, transmit your content to, or otherwise access, other World Wide Web sites or resources and enable You to connect through the Service to be able to use the products and services of various third parties ("Third Party Products and Service"). Because Oracle has no control over such sites and resources and/or the Third Party Products and Service, You agree that Oracle is not responsible for the availability of such external sites or resources and/or Third Party Third Party Products and Service, and does not endorse and is not responsible or liable for any content, advertising, or other materials on or available from such Third Party Products and Service. The nature, type, quality and availability of Third Party Products and Service and any associated features of the Services may change at any time during the Trial Account Period and are provided on an "as-is" and "as available" basis without any warranty of any kind. Customer further agree that Oracle has no control over, does not endorse or warrant and has no responsibility for the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of: (a) any Third Party Product or Service that Customer may purchase through the Service, or (b) any descriptions, promises or other information related to the foregoing. Oracle is not an agent of any provider of Third Party Products and Service in connection with any sale of Third Party Products and Service purchased by Customer, and Customer agrees that Oracle has no liability for, or relationship to, the sale or purchase of any Third Party Products and Service. Customer is solely responsible for contacting the applicable provider with respect to any issues pertaining to any Third Party Products and Service.
- **EXPORT**. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

- **ASSIGNMENT**. You may not assign this Agreement or give or transfer the Services (including any other Oracle programs) or an interest in them to another individual or entity. If You grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables. The foregoing shall not be construed to limit the rights You may otherwise have with respect to separately licensed third party technology licensed under open source or similar license terms.
- **17. GOVERNING LAW.** This Agreement is governed by English law and you and Oracle agree to submit to the exclusive jurisdiction of the English courts in any dispute arising out of or relating to this Agreement.

## 18. GENERAL PROVISIONS.

- 18.1. In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- 18.2. You may not access the Service if You are Oracle's direct competitor, except with Our prior written consent. In addition, You may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 18.3. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this Agreement excludes or limits either party's liability for the tort of deceit or for fraudulent misrepresentation. It is expressly agreed that the terms of this Agreement shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence. This Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorised representatives of You and of Oracle. No third party beneficiary relationships are created by this Agreement.
- 18.4. A person who is not a party to this agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 18.5. Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations related to Your termination or modification of the employment of any of Your employees in connection with any Services under this Agreement. You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services or applications that interact with the Service and/or the Trial Account, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Agreement. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your use of the Services and Oracle's performance of the Services
- 18.6. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the Services and You will perform the actions identified in this Agreement as Your responsibilities.
- 18.7. Oracle may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with this Agreement. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

Oracle Corporation UK Limited is a company registered in England & Wales with Company No. 1782505 and with its registered office at Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA.